

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

STEWART ABRAMSON, individually and  
on behalf of a class of all persons and  
entities similarly situated,

Plaintiff,

vs.

PALMCO ENERGY PA, LLC d/b/a INDRA  
ENERGY,

Defendant.

**Case No. 2:22-cv-696-WSH**

**DECLARATION OF JEFF RODGERS IN SUPPORT OF DEFENDANT'S MOTION TO  
COMPEL ARBITRATION**

I, Jeff Rodgers, declare and state under penalty of perjury as follows:

1. My name is Jeff Rodgers. I am over the age of 18 and am competent to make this declaration.
2. I am the Vice President of Telesales and Customer Care for Indra.
3. This declaration is based on my personal knowledge and review of documents that Indra maintains in the ordinary course of business and were made at or about the time of the events described therein. If called and sworn as a witness, I could and would competently testify to the matters discussed in this declaration.
4. In my capacity as Vice President of Telesales and Customer Care, I perform job duties that support the operations of Indra. I have personal knowledge and familiarity with the business practices discussed herein. I am familiar with the process by which Indra disseminates terms and conditions to customers. I am also familiar with the content of its enrollment and

account records, the methods of searching those records, and the interpretation of those records. I routinely view, search, and interpret those records while performing my job duties.

5. Indra provides electricity, natural gas, and renewable energy options to millions of residential, commercial, and industrial utility customers across eight states, including Pennsylvania where Plaintiff resides. Indra provides its services under the brand name “Indra Energy.”

6. On April 19, 2022, Plaintiff Stewart Abramson enrolled to receive his electricity and natural gas from Indra Energy. His enrollment was independently verified and recorded by a third party.

7. On the recorded call, Plaintiff orally confirmed his choice to switch his electric and gas services to Indra. Plaintiff was also informed that Indra would send him a contract summary and the terms and conditions of Indra’s services, Indra’s Pennsylvania Terms of Service and Disclosure Statement Residential & Small Commercial (the “Agreement”), and that he would have three business days from his receipt of the Agreement to rescind it. Plaintiff verbally confirmed he understood that he had three business days after his receipt to rescind the Agreement.

8. Indra sent Plaintiff two copies of the Agreement on April 21, 2022, by United States mail, one with the enrollment package for his electrical services and another with the enrollment package for his natural gas services. **Exhibit A** is a true and correct copy of the enrollment package Plaintiff was provided for his electrical services. **Exhibit B** is a true and correct copy of the enrollment package Plaintiff was provided for his natural gas services.

9. The Agreement contains a provision regarding the resolution of disputes between Indra and its customers. Exs. A at 8, B at 8. That provision requires arbitration of disputes between

Indra and its customers unless the customer rescinded the Agreement within three business days of receiving the Agreement. Exs. A at 3, B at 3.

10. The electricity package includes Indra's "Electric Supplier Contract Summary," which informed Plaintiff that he could "cancel this Agreement at any time before midnight of the third business day following receipt of this Agreement." Ex. A at 3. The natural gas package includes Indra's "Natural Gas Supplier Contract Summary," which also informed Plaintiff that he could "cancel this Agreement at any time before midnight of the third business day following receipt of this Agreement." Ex. B at 3. The Agreement itself also includes this notice in bold on the first page. Exs. A at 5, B at 5. All told, Plaintiff received no less than five notices of his deadline to rescind the Agreement.

11. Plaintiff received and paid for seven days of electrical services from Indra from May 3, 2022, through May 10, 2022. Though he completed his enrollment, Plaintiff did not receive any natural gas services from Indra because the third-party utility company administering the services rejected his account.

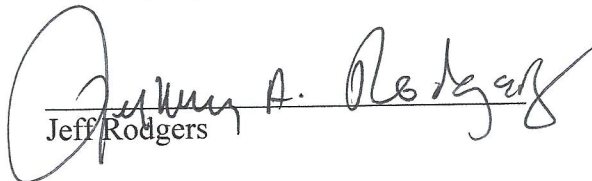
12. The Agreements were mailed to him on April 21, 2022. Indra assumes customers received their enrollment forms at the mailing address they provided unless the enrollment forms are returned to Indra as undeliverable. If Indra receives returned mail, it uses customer identity verification and fraud prevention services, such as those provided by EKATA and the United States Postal Service, to find a corrected address if possible. Indra also notes in the customer's account that the mail was returned, the reason for the returned mail, and whether a corrected address was found. I checked Plaintiff's account and confirmed there is no record of Plaintiff's enrollment packages being returned to Indra as undeliverable.

13. Plaintiff waited until May 4, 2022—after the deadline to rescind had passed and after he had received and benefitted from Indra’s electrical services—to cancel his Agreement. Because Plaintiff missed his deadline to rescind, he did not *rescind* the Agreement and instead merely *cancelled* the Agreement pursuant to the “CANCELLATION” clause. Exs. A at 7, B at 7. Thus, he remains subject to the arbitration provision, which expressly applies to disputes arising after cancellation. Exs. A at 8, B at 8.

I have redacted Plaintiff’s personal information, such as address and account number, from each of the exhibits above.

I declare under penalty of perjury under the laws of the State of Pennsylvania and the United States of America that the foregoing is true and correct.

Executed this 11<sup>th</sup> day of August, 2022, at Spring, TN.  
(City, State)

  
Jeff Rodgers

# EXHIBIT A





**Indra Energy**  
1515 Market Street, Suite 1200  
Philadelphia, PA, 19102

**w:** [IndraEnergy.com](http://IndraEnergy.com)  
**e:** [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com)  
**toll free:** 1 (888) 50-INDRA  
1 (888) 504 6372

**4/21/2022**

**Stewart Abramson**  
**522 Glen Arden Dr**  
**Pittsburgh, PA 15208**

**Re: 8214550305**

**Thank you for choosing Indra Energy!**

This letter confirms your selection of Indra Energy as your electricity supplier. Your enrollment is currently being processed. Once Duquesne has accepted your request to enroll with Indra Energy, you will receive a confirmation notice from them letting you know when you can expect your service with Indra Energy to begin.

Enclosed with this letter you will find the full Terms & Conditions of your enrollment with Indra Energy, including a summary outlining the details of the rate plan you selected.

In addition, the offer you signed up for includes the following:

- 50 Indra Reward Points awarded every month customer remains a customer in good standing with Indra Energy. Restrictions apply. For terms & conditions and more details on Indra Energy's Rewards Program, please visit the following website  
<https://www.indraenergyrewards.com/#terms>
- \$75 Loyalty Rebate Reward awarded after one year of electricity service with Indra Energy and every 12 months/ billing cycles thereafter as long as customer remains on an eligible rate plan. Restrictions apply. For terms & conditions and more details on Indra Energy's Loyalty Rebate Reward Program, please visit the following website  
<https://www.indraenergy.com/loyaltyrebate75>

**Your satisfaction is important to us!**

If you have any questions about your new service, we're here to help you answer them. Just give us a call at 888-504-6372, Monday – Friday 8AM – 7PM ET, Saturday 10AM – 2PM ET, or email us at [customercare@indraenergy.com](mailto:customercare@indraenergy.com).

Thank you again for choosing Indra Energy. We look forward to serving you!

Sincerely,

Indra Energy

CUSTOMER NAME Stewart Abramson Case 2:22-cv-00696-WSH Document 21-2 Filed 08/10/22 Page 7 of 20  
 ADDRESS 522 Glen Arden Dr Pittsburgh, PA 15208  
 UTILITY ACCOUNT NUMBER 8214550305



**Indra Energy**  
**Electric Supplier Contract Summary**  
**Two Phase Variable Product**  
**Residential and Small Commercial**

<b>Electric Generation Supplier Information</b>	Indra Energy ("Indra") Address: 1515 Market Street, Suite 1200, Philadelphia, PA 19102 Phone: (888) 504-6372 Website: <a href="http://www.IndraEnergy.com">www.IndraEnergy.com</a> Indra is responsible for your electric generation charges.
<b>Electric Price Structure</b>	You will pay a price for electric supply service that may vary from month-to-month as determined by Indra in its sole discretion on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, and other prevailing business considerations and market conditions, plus Indra costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. You can access future variable pricing information, updated monthly, by visiting Indra's website at <a href="https://IndraEnergy.com/pennsylvania/pennsylvania-variable-rates/">https://IndraEnergy.com/pennsylvania/pennsylvania-variable-rates/</a> or by calling (888) 504-6372. There is no limit on how much the price of your electric supply service may change from one billing cycle to the next.
<b>Electric Generation/Supply Price</b>	\$0.07300 per kWh. This is an Introductory/Initial rate for the first month/billing cycle only. Beginning the <u>second</u> month/billing cycle, you will pay a price of \$0.07900 per kWh, and thereafter, your rate will vary month to month based on the factors described above.
<b>Statement Regarding Savings</b>	Savings are not guaranteed.
<b>Deposit Requirements</b>	None.
<b>Incentives</b>	<p><b>Variable - 100% Renewable Energy. See Terms &amp; Conditions for additional details.</b></p> <p>50 Indra Reward Dollars; Terms &amp; Conditions apply. For a full description of this incentive and its associated Terms &amp; Conditions, please visit <a href="https://www.indraenergyrewards.com/#terms">https://www.indraenergyrewards.com/#terms</a>, or call Indra's Customer Care Department to receive a paper copy by mail.</p> <p>\$75 Loyalty Rebate Reward; Terms &amp; Conditions apply. For a full description of this incentive and its associated Terms &amp; Conditions, please visit <a href="https://www.indraenergy.com/loyaltyrebate75">https://www.indraenergy.com/loyaltyrebate75</a>, or call Indra's Customer Care Department to receive a paper copy by mail.</p>
<b>Contract Start Date</b>	The Initial Term of this Agreement will start on the next available meter read date after your electric generation supplier is changed to Indra by your Local Utility.
<b>Contract Duration/Length</b>	Month-to-month.
<b>Cancellation/Early Termination Fees</b>	None.
<b>End of Contract</b>	The Agreement will renew automatically on a month-to-month basis under the same terms unless you or Indra terminates the Agreement.
<b>Right of Rescission</b>	You may cancel this Agreement at any time before midnight of the third business day following the receipt of this Agreement by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing <a href="mailto:CustomerCare@IndraEnergy.com">CustomerCare@IndraEnergy.com</a> .



**PENNSYLVANIA TERMS OF SERVICE AND  
DISCLOSURE STATEMENT  
RESIDENTIAL & SMALL COMMERCIAL**

**INTRODUCTION**

This is an agreement, together with your Contract Summary, Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric generation supply service at each of the account addresses listed in your Confirmation Letter and/or Contract Summary (or listed in any addendum). You agree to authorize a switch of your natural gas and/or electric generation supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in any addendum) ("Purchase Quantities") at a price as described in this Agreement.

**DISCLOSURES**

Indra Energy is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and provide natural gas supply service in Pennsylvania. Indra's natural gas PUC license number is A-2009-2100320. Indra Energy sets the natural gas commodity prices and charges that you pay. The PUC regulates distribution prices and services. Indra Energy is also licensed by the PUC to offer and provide electric generation supply service in Pennsylvania. Indra's electric PUC license number is A-2009-2108338. Indra sets the generation prices and charges that you pay. The Federal Regulatory Commission regulates transmission prices and services.

**RIGHT OF RESCISSION.**

**You may cancel this Agreement at any time before midnight of the third business day following the receipt of this Agreement by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com).**

**DEFINITIONS.**

**"Generation Charge"** means the charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier. **"Transmission Charge"** The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory

Commission regulates retail transmission prices and services. This charge will vary with your source of supply. **"Commodity Charge"** means the charge for the natural gas that is sold, measured either by volume (Ccf, Mcf) or heating value (dekatherms).

**PRICING.**

**Electric (if applicable):** The price for your first month/billing cycle will be \$ 0.07300 per kWh.

**Gas (if applicable):** The price for your first month/billing cycle will be \$ \_\_\_\_\_ per [ ].

**Simple Choice 12 Natural Gas plan (if applicable):**

If you enroll on the Simple Choice 12 plan for natural gas supply service you will be charged a price of \$64.99 per billing cycle (based on a billing cycle of 28 to 31 days) for usage up to the first 125 CCFs within that billing cycle for 12 consecutive months; should your gas usage exceed the 125 CCFs in any given billing cycle, you will be billed at a rate of \$0.62 per CCF thereafter until a new billing cycle begins. For any billing cycle that falls outside the 28 to 31 day range, the \$64.99 price will be prorated over a period of 31 days and you will be billed at a rate of \$2.10 per day for that particular billing cycle. In the event that your utility issues a cancel/rebill for your account and you are overcharged by Indra due to an irregular billing period caused by the cancel/rebill, you will be reimbursed by Indra for the excess charges at the end of your term.

**NATURAL GAS AND/OR INTRODUCTORY OR INITIAL PRICE (WHEN APPLICABLE).**

You will pay an introductory/initial price as set forth in your Contract Summary and/or Confirmation Letter for the time period indicated in your Contract Summary and/or Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Contract Summary and/or Confirmation Letter.

**VARIABLE NATURAL GAS PRICE (WHEN APPLICABLE).**

You will pay a price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate. This price includes natural gas commodity charges and estimated Total State Taxes, but



excludes applicable state and local Sales Tax. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. Your price may be higher or lower than your utility's rate in any given month, and there is no guarantee of savings. **There is no limit on how much the price of your gas supply service will change from one billing cycle to the next.** You can access historical variable pricing information, updated monthly, by visiting Indra's website at: <https://IndraEnergy.com/pennsylvania/pennsylvania-variable-rates/> or by calling (888) 504-6372

**VARIABLE ELECTRIC PRICE (WHEN APPLICABLE).**

You will pay a price for electric supply service that may vary from month to month as determined by Indra in its sole discretion based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate. This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. Your price may be higher or lower than your utility's rate in any given month, and there is no guarantee of savings. The price may change each billing period, and there is no limit on how much the price of your electric supply service will change from one billing cycle to the next. You can access future variable pricing information, updated monthly, by visiting Indra's website at: <https://IndraEnergy.com/pennsylvania/pennsylvania-variable-rates/> or by calling (888) 504-6372

**FIXED ELECTRIC AND/OR NATURAL GAS PRICE (WHEN APPLICABLE).**

If you receive fixed electric and/or natural gas supply service from Indra, you will pay a fixed price as set forth in your Contract Summary and/or Confirmation Letter for the time period indicated in your Contract Summary and/or Confirmation Letter. For your natural gas supply price, it includes natural gas commodity charges, estimated Total State Taxes, but excludes applicable state and local Sales Tax. For your electric supply price, it includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

**SIMPLE CHOICE 12 NATURAL GAS PLAN (WHEN APPLICABLE).**

If you enroll on the Simple Choice 12 plan for natural gas supply service you will be charged a price of \$64.99 per billing cycle (based on a billing cycle of 28 to 31 days) for usage up to the first 125 CCFs within that billing cycle for 12 consecutive months; should your gas usage exceed the 125 CCFs in any given billing cycle ("Usage Threshold"), you will be billed at a rate of \$0.62 per CCF thereafter until a new billing cycle begins. For any billing cycle that falls outside the 28 to 31 day range, the \$64.99 price will be prorated over a period of 31 days and you will be billed at a rate of \$2.10 per day for that particular billing cycle. In the event that your utility issues a cancel/rebill for your account and you are overcharged by Indra due to an irregular billing period caused by the cancel/rebill, you will be reimbursed by Indra for the excess charges at the end of your term. Please refer to your contract summary and/or pricing section herein for additional details. This is not a fixed price natural gas product, the price may change should you exceed the Usage Threshold. Usage is based on a variety of factors including the average home size and average energy usage. For your natural gas supply price, it includes natural gas commodity charges, estimated Total State Taxes, but excludes applicable state and local Sales Tax and utility charges.

**HISTORICAL PRICING INFORMATION.**

You may obtain Indra's previous 24 months' average monthly billed electric and/or natural gas supply prices for your rate class and electric and/or natural gas utility service territory by calling Indra at (888) 504-6372 or by visiting [www.IndraEnergy.com/contact](http://www.IndraEnergy.com/contact), where you can email Indra's Customer Care Department. Please be aware that historical pricing is not indicative of present or future pricing.

**TAXES.**

You are responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the supply service provided under this Agreement. If you are tax exempt, you must furnish Indra an exemption certificate before service commences.

**BILLING & PAYMENT.**

This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility may impose. You will receive a single bill from your utility each month which will include the charges for Indra's natural gas and/or electric supply service and for the services provided by your utility. You will make payment for all of these services directly to your utility.

**DURATION OF AGREEMENT.**

The Initial Term of this Agreement will start on the next available meter read date after your electric generation/natural gas supplier is changed to Indra Energy by your Local Utility. The duration of your Agreement with Indra will continue for \_\_\_\_\_ months/billing cycles ("Initial Term").

#### **RENEWAL PROVISION/CHANGE IN TERMS.**

##### **NATURAL GAS SUPPLY SERVICE.**

If you have a fixed term natural gas contract approaching the expiration date, or whenever Indra Energy proposes to change the terms of service, you will receive two (2) separate written notifications, the first approximately 60 -75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

##### **ELECTRIC SUPPLY SERVICE:**

If you have a fixed term contract that will be ending, or whenever Indra wants to change the contract, you will receive two (2) separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options going forward.

##### **CANCELLATION.**

You may cancel this Agreement by: (a) calling Indra at (888) 504-6372; (b) sending a letter 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) e-mailing [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com). You shall remain obligated to pay Indra for all natural gas and/or electric supply service provided to you prior to the effective date of such cancellation. You also shall be obligated to pay any reasonable attorneys' fees, and any related costs and expenses incurred by Indra in connection with its attempt to collect and recover same. Indra may cancel this Agreement upon 15 days written notice to you if you fail to meet your obligations under this Agreement, your utility terminates your service, or if Indra is no longer able to serve you. The effective date of any such termination will be determined by your utility.

##### **EARLY TERMINATION FEE.**

**After this Agreement goes into effect, if you cancel during the Initial Term you will be responsible for paying Indra any applicable early termination fees as set forth in your Contract Summary. No early termination fee will apply if you cancel this Agreement between the date you receive the 2nd end of contract notice (the "Options Notice") and the end of the Initial Term.**

##### **CUSTOMER INFORMATION RELEASE.**

You authorize Indra to initiate service to the accounts listed in your confirmation letter (or in any addendum), to begin your enrollment, and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility, so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information. Indra will maintain the confidentiality of the customer's personal information including name, address, phone number, usage and payment history as required by applicable Commission regulations and Federal and State laws.

##### **ENERGY INFORMATION AVAILABLE.**

If you are an Indra Energy customer, information on generation energy sources, energy efficiency, environmental impacts, and historical billing data is available from your natural gas and/or electric utility or Indra on request.

##### **RENEWABLE ENERGY INFORMATION.**

If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such. If you select a natural gas carbon offset product, one hundred percent (100%) of your natural gas usage will be matched with carbon offsets.

##### **MOVING.**

You may cancel this Agreement if you move from the Service Address(es) by providing Indra at least 30 days' advance written notice; but the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) that may be listed for you in this Agreement.

##### **INCENTIVES.**

Please refer to your Confirmation Letter, Welcome Packet and or Contract Summary for details on other promotions or incentives you may be eligible for during the Term of your Agreement. You may also visit Indra Energy's website or contact our customer care team at 888-504-6372 or [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com) for more information.

##### **DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.**

If you are receiving natural gas and/or electric supply service from Indra, you should contact Indra if you have any questions or complaints concerning your service. If you have a question or complaint concerning your natural gas and/or electric distribution service, billing, metering, or other services provided by your natural gas and/or electric utility, you should contact your natural

gas and/or electric utility directly. You can call the Public Utility Commission at 800-692-7380 if you are not satisfied after discussing such matters with Indra. Complaints that pertain to Chapter 56 (relating to standards and billing practices for residential utility service) shall be handled and resolved in accordance with the applicable standards in Chapter 56. Indra shall give the Public Utility Commission access to disclosure statements, billing, and other customer information resources for compliance reviews as deemed necessary by the Commission. When complaints arise and are brought before the Public Utility Commission for resolution, the obligation of Indra shall be extended to the provision of pricing information.

ARBITRATION AGREEMENT, WAIVER OF RIGHT TO SUE IN COURT, AND WAIVER OF CLASS ACTION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE PENNSYLVANIA LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MUST BE RESOLVED THROUGH FINAL, BINDING ARBITRATION AND WE MUTUALLY FOREGO THE RIGHT TO RESOLVE IT IN A COURT OF LAW. THIS APPLIES REGARDLESS OF WHETHER THE ISSUE, CLAIM OR DISPUTE INVOLVES A TORT, FRAUD, BREACH OF CONTRACT, MISREPRESENTATION, PRODUCT LIABILITY, NEGLIGENCE, AND VIOLATION OF A STATUTE OR ANY OTHER LEGAL THEORY. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING ANY ASPECT OF YOUR PARTICIPATION IN THIS NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT AND AUTHORIZATION TO SWITCH GAS SUPPLY SERVICE AND/OR ELECTRIC GENERATION SERVICE TO INDRA WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT AND AUTHORIZATION TO SWITCH GAS SUPPLY SERVICE AND/OR ELECTRIC GENERATION SERVICE TO INDRA. ALL ARBITRATIONS SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. YOU ACKNOWLEDGE AND AGREE THAT THIS SPECIFICALLY PROHIBITS YOU FROM COMMENCING ARBITRATION PROCEEDINGS AS A REPRESENTATIVE OF OTHERS OR JOINING IN ANY ARBITRATION PROCEEDINGS BROUGHT BY ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRICITY OR GAS

SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC GENERATION OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC GENERATION OR NATURAL GAS SUPPLIERS.

#### **CONTACT INFORMATION.**

Supplier Name: Indra Energy; Supplier Street Address: 1515 Market Street, Suite 1200, Philadelphia, PA 19102; Supplier Phone Number (888) 504-6372; Supplier Internet Address: <http://www.IndraEnergy.com/>. Information about shopping for a natural gas is available at [www.PaGasSwitch.com](http://www.PaGasSwitch.com), by calling the at 1-800-692-7830 and at [www.oca.state.pa.us](http://www.oca.state.pa.us). Information about shopping for an electric supplier is available at [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com), by calling the PUC at 800-692-7380, and the Office of Consumer Advocate at 800-684-6560 or [www.oca.state.pa.us](http://www.oca.state.pa.us). The PUC's address is: 400 North Street, Harrisburg, PA, 17120.

#### **APPLICABLE LAWS, ETC.**

This Agreement is subject to all applicable local, state, and federal laws, and the orders, rules and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including the PUC. Services provided by your electric and gas utility are subject to all applicable state and federal laws, orders, rules, and regulations.

#### **FORCE MAJEURE.**

Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of God or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, gas or electric utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing pursuant to this Agreement.

#### **REGULATORY CHANGES.**

This Agreement is subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff or regulatory structure ("Regulatory Change") which impacts any term, condition, or provision of this Agreement including, but not limited to price, Indra shall have the right to cancel or modify this Agreement to reflect such Regulatory Change by providing written notice to you.

**NET METERING:**

If you currently own or plan to install during the term of this Agreement eligible renewable electrical generating facilities generating renewable energy to supply all or part of your electricity usage and such generating facility is or will be net metered by your utility, Indra reserves the right to terminate your supply agreement and return you to local utility service or a supplier of your choosing.

**ELECTRONIC COMMUNICATION.**

Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

**LIMITATION OF LIABILITY.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE PENNSYLVANIA LAW, INDRA ENERGY NOR WILL BE LIABLE TO YOU, AND YOU WILL NOT BE LIABLE TO INDRA ENERGY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ABREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.**

**NO WARRANTIES.**

**NEITHER INDRA ENERGY NOR INDRA POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**AGREEMENT DETAILS.**

Our full, legal name is Palmco Power PA, LLC dba Indra Energy for electric supply service and Palmco Energy PA, LLC dba Indra Energy for natural gas supply service, but we have used “we”, “us”, “our” or “Indra Energy” to refer to ourselves for the purposes of this Agreement. We use “you” or “your” to refer to you, the customer.

**MISCELLANEOUS.**

This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants or undertakings other than those

expressly set forth in this Agreement. Except as otherwise provided herein, this Agreement can only be amended by a writing signed by you and Indra.

**THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH PENNSYLVANIA LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.**

**ASSIGNMENT.**

You may not assign this Agreement without the prior written consent of Indra. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the PUC rules and procedures, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties.

**EMERGENCIES.**

**IF YOU ARE RECEIVING GAS SERVICE FROM INDRA UNDER THIS AGREEMENT, IN THE EVENT OF AN EMERGENCY, GAS OUTAGE, OR SERVICE INTERRUPTION, YOU SHOULD IMMEDIATELY CONTACT YOUR GAS UTILITY. IF YOU ARE RECEIVING ELECTRIC SERVICE FROM INDRA UNDER THIS AGREEMENT, IN THE EVENT OF AN EMERGENCY, ELECTRIC OUTAGE, OR SERVICE INTERRUPTION, YOU SHOULD IMMEDIATELY CONTACT YOUR ELECTRIC UTILITY.**

# **EXHIBIT B**





**Indra Energy**  
1515 Market Street, Suite 1200  
Philadelphia, PA, 19102

**w:** IndraEnergy.com  
**e:** CustomerCare@IndraEnergy.com  
**toll free:** 1 (888) 50-INDRA  
1 (888) 504 6372

**4/21/2022**

**Stewart Abramson**  
**522 Glen Arden Dr**  
**Pittsburgh, PA 15208**

**Re: 200002085542**

**Thank you for choosing Indra Energy!**

This letter confirms your selection of Indra Energy as your natural gas supplier. Your enrollment is currently being processed. Once People's Equitable Gas has accepted your request to enroll with Indra Energy, you will receive a confirmation notice from them letting you know when you can expect your service with Indra Energy to begin.

Enclosed with this letter you will find the full Terms & Conditions of your enrollment with Indra Energy, including a summary outlining the details of the rate plan you selected.

In addition, the offer you signed up for includes the following:

- 50 Indra Reward Points awarded every month customer remains a customer in good standing with Indra Energy. Restrictions apply. For terms & conditions and more details on Indra Energy's Rewards Program, please visit the following website  
<https://www.indraenergyrewards.com/#terms>
- \$75 Loyalty Rebate Reward awarded after one year of electricity service with Indra Energy and every 12 months/ billing cycles thereafter as long as customer remains on an eligible rate plan. Restrictions apply. For terms & conditions and more details on Indra Energy's Loyalty Rebate Reward Program, please visit the following website  
<https://www.indraenergy.com/loyaltyrebate75>

**Your satisfaction is important to us!**

If you have any questions about your new service, we're here to help you answer them. Just give us a call at 888-504-6372, Monday – Friday 8AM – 7PM ET, Saturday 10AM – 2PM ET, or email us at [customercare@indraenergy.com](mailto:customercare@indraenergy.com).

Thank you again for choosing Indra Energy. We look forward to serving you!

Sincerely,

Indra Energy

**Indra Energy**  
**Natural Gas Supplier Contract Summary**  
**Two Phase Variable Product**  
**Residential and Small Commercial**

<b>Natural Gas Supplier Information</b>	Indra Energy ("Indra") Address: 1515 Market Street, Suite 1200, Philadelphia, PA 19102 Phone: (888) 504-6372 Website: <a href="http://www.IndraEnergy.com">www.IndraEnergy.com</a> Indra is responsible for your natural gas generation charges.
<b>Natural Gas Price Structure</b>	You will pay a price for natural gas supply service that may vary from month-to-month as determined by Indra in its sole discretion based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. You can access future variable pricing information, updated monthly, by visiting Indra's website at <a href="https://IndraEnergy.com/pennsylvania/pennsylvania-variable-rates/">https://IndraEnergy.com/pennsylvania/pennsylvania-variable-rates/</a> or by calling (888) 504-6372. There is no limit on how much the price of your natural gas supply service will change from one billing cycle to the next.
<b>Natural Gas Supply Price</b>	\$4.00000 per Mcf. This is an Introductory/Initial rate for the first month/billing cycle only. Beginning the <u>second</u> month/billing cycle, you will pay a price of \$5.00000 per Mcf, and thereafter, your rate will vary month to month based on the factors described above.
<b>Statement Regarding Savings</b>	Savings are not guaranteed.
<b>Deposit Requirements</b>	None.
<b>Incentives</b>	<p><b>100% Carbon Offset. See Terms &amp; Conditions for additional details.</b></p> <p>50 Indra Reward Dollars; Terms &amp; Conditions apply. For a full description of this incentive and its associated Terms &amp; Conditions, please visit <a href="https://www.indraenergyrewards.com/#terms">https://www.indraenergyrewards.com/#terms</a>, or call Indra's Customer Care Department to receive a paper copy by mail.</p> <p>\$75 Loyalty Rebate Reward; Terms &amp; Conditions apply. For a full description of this incentive and its associated Terms &amp; Conditions, please visit <a href="https://www.indraenergy.com/loyaltyrebate75">https://www.indraenergy.com/loyaltyrebate75</a>, or call Indra's Customer Care Department to receive a paper copy by mail.</p>
<b>Contract Start Date</b>	The Initial Term of this Agreement will start on the next available meter read date after your natural gas generation supplier is changed to Indra by your Local Utility.
<b>Contract Duration/Length</b>	Month-to-month.
<b>Cancellation/Early Termination Fees</b>	None.
<b>End of Contract</b>	The Agreement will renew automatically on a month-to-month basis under the same terms unless you or Indra terminates the Agreement.



**PENNSYLVANIA TERMS OF SERVICE AND  
DISCLOSURE STATEMENT  
RESIDENTIAL & SMALL COMMERCIAL**

**INTRODUCTION**

This is an agreement, together with your Contract Summary, Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric generation supply service at each of the account addresses listed in your Confirmation Letter and/or Contract Summary (or listed in any addendum). You agree to authorize a switch of your natural gas and/or electric generation supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in any addendum) ("Purchase Quantities") at a price as described in this Agreement.

**DISCLOSURES**

Indra Energy is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and provide natural gas supply service in Pennsylvania. Indra's natural gas PUC license number is A-2009-2100320. Indra Energy sets the natural gas commodity prices and charges that you pay. The PUC regulates distribution prices and services. Indra Energy is also licensed by the PUC to offer and provide electric generation supply service in Pennsylvania. Indra's electric PUC license number is A-2009-2108338. Indra sets the generation prices and charges that you pay. The Federal Regulatory Commission regulates transmission prices and services.

**RIGHT OF RESCISSION.**

**You may cancel this Agreement at any time before midnight of the third business day following the receipt of this Agreement by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com).**

**DEFINITIONS.**

**"Generation Charge"** means the charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier. **"Transmission Charge"** The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory

Commission regulates retail transmission prices and services. This charge will vary with your source of supply. **"Commodity Charge"** means the charge for the natural gas that is sold, measured either by volume (Ccf, Mcf) or heating value (dekatherms).

**PRICING.**

**Electric (if applicable):** The price for your first month/billing cycle will be \$ \_\_\_\_\_ per kWh.

**Gas (if applicable):** The price for your first month/billing cycle will be \$ 4.00000 per [Mcf].

**Simple Choice 12 Natural Gas plan (if applicable):**

If you enroll on the Simple Choice 12 plan for natural gas supply service you will be charged a price of \$64.99 per billing cycle (based on a billing cycle of 28 to 31 days) for usage up to the first 125 CCFs within that billing cycle for 12 consecutive months; should your gas usage exceed the 125 CCFs in any given billing cycle, you will be billed at a rate of \$0.62 per CCF thereafter until a new billing cycle begins. For any billing cycle that falls outside the 28 to 31 day range, the \$64.99 price will be prorated over a period of 31 days and you will be billed at a rate of \$2.10 per day for that particular billing cycle. In the event that your utility issues a cancel/rebill for your account and you are overcharged by Indra due to an irregular billing period caused by the cancel/rebill, you will be reimbursed by Indra for the excess charges at the end of your term.

**NATURAL GAS AND/OR INTRODUCTORY OR INITIAL PRICE (WHEN APPLICABLE).**

You will pay an introductory/initial price as set forth in your Contract Summary and/or Confirmation Letter for the time period indicated in your Contract Summary and/or Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Contract Summary and/or Confirmation Letter.

**VARIABLE NATURAL GAS PRICE (WHEN APPLICABLE).**

You will pay a price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate. This price includes natural gas commodity charges and estimated Total State Taxes, but

excludes applicable state and local Sales Tax. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. Your price may be higher or lower than your utility's rate in any given month, and there is no guarantee of savings. **There is no limit on how much the price of your gas supply service will change from one billing cycle to the next.** You can access historical variable pricing information, updated monthly, by visiting Indra's website at: <https://IndraEnergy.com/pennsylvania/pennsylvania-variable-rates/> or by calling (888) 504-6372

**VARIABLE ELECTRIC PRICE (WHEN APPLICABLE).**

You will pay a price for electric supply service that may vary from month to month as determined by Indra in its sole discretion based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate. This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. Your price may be higher or lower than your utility's rate in any given month, and there is no guarantee of savings. The price may change each billing period, and there is no limit on how much the price of your electric supply service will change from one billing cycle to the next. You can access future variable pricing information, updated monthly, by visiting Indra's website at: <https://IndraEnergy.com/pennsylvania/pennsylvania-variable-rates/> or by calling (888) 504-6372

**FIXED ELECTRIC AND/OR NATURAL GAS PRICE (WHEN APPLICABLE).**

If you receive fixed electric and/or natural gas supply service from Indra, you will pay a fixed price as set forth in your Contract Summary and/or Confirmation Letter for the time period indicated in your Contract Summary and/or Confirmation Letter. For your natural gas supply price, it includes natural gas commodity charges, estimated Total State Taxes, but excludes applicable state and local Sales Tax. For your electric supply price, it includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

**SIMPLE CHOICE 12 NATURAL GAS PLAN (WHEN APPLICABLE).**

If you enroll on the Simple Choice 12 plan for natural gas supply service you will be charged a price of \$64.99 per billing cycle (based on a billing cycle of 28 to 31 days) for usage up to the first 125 CCFs within that billing cycle for 12 consecutive months; should your gas usage exceed the 125 CCFs in any given billing cycle ("Usage Threshold"), you will be billed at a rate of \$0.62 per CCF thereafter until a new billing cycle begins. For any billing cycle that falls outside the 28 to 31 day range, the \$64.99 price will be prorated over a period of 31 days and you will be billed at a rate of \$2.10 per day for that particular billing cycle. In the event that your utility issues a cancel/rebill for your account and you are overcharged by Indra due to an irregular billing period caused by the cancel/rebill, you will be reimbursed by Indra for the excess charges at the end of your term. Please refer to your contract summary and/or pricing section herein for additional details. This is not a fixed price natural gas product, the price may change should you exceed the Usage Threshold. Usage is based on a variety of factors including the average home size and average energy usage. For your natural gas supply price, it includes natural gas commodity charges, estimated Total State Taxes, but excludes applicable state and local Sales Tax and utility charges.

**HISTORICAL PRICING INFORMATION.**

You may obtain Indra's previous 24 months' average monthly billed electric and/or natural gas supply prices for your rate class and electric and/or natural gas utility service territory by calling Indra at (888) 504-6372 or by visiting [www.IndraEnergy.com/contact](http://www.IndraEnergy.com/contact), where you can email Indra's Customer Care Department. Please be aware that historical pricing is not indicative of present or future pricing.

**TAXES.**

You are responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the supply service provided under this Agreement. If you are tax exempt, you must furnish Indra an exemption certificate before service commences.

**BILLING & PAYMENT.**

This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility may impose. You will receive a single bill from your utility each month which will include the charges for Indra's natural gas and/or electric supply service and for the services provided by your utility. You will make payment for all of these services directly to your utility.

**DURATION OF AGREEMENT.**

The Initial Term of this Agreement will start on the next available meter read date after your electric generation/natural gas supplier is changed to Indra Energy by your Local Utility. The duration of your Agreement with Indra will continue for \_\_\_\_\_ months/billing cycles ("Initial Term").

#### **RENEWAL PROVISION/CHANGE IN TERMS.**

##### **NATURAL GAS SUPPLY SERVICE.**

If you have a fixed term natural gas contract approaching the expiration date, or whenever Indra Energy proposes to change the terms of service, you will receive two (2) separate written notifications, the first approximately 60 -75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

##### **ELECTRIC SUPPLY SERVICE:**

If you have a fixed term contract that will be ending, or whenever Indra wants to change the contract, you will receive two (2) separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options going forward.

##### **CANCELLATION.**

You may cancel this Agreement by: (a) calling Indra at (888) 504-6372; (b) sending a letter 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) e-mailing [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com). You shall remain obligated to pay Indra for all natural gas and/or electric supply service provided to you prior to the effective date of such cancellation. You also shall be obligated to pay any reasonable attorneys' fees, and any related costs and expenses incurred by Indra in connection with its attempt to collect and recover same. Indra may cancel this Agreement upon 15 days written notice to you if you fail to meet your obligations under this Agreement, your utility terminates your service, or if Indra is no longer able to serve you. The effective date of any such termination will be determined by your utility.

##### **EARLY TERMINATION FEE.**

**After this Agreement goes into effect, if you cancel during the Initial Term you will be responsible for paying Indra any applicable early termination fees as set forth in your Contract Summary. No early termination fee will apply if you cancel this Agreement between the date you receive the 2nd end of contract notice (the "Options Notice") and the end of the Initial Term.**

##### **CUSTOMER INFORMATION RELEASE.**

You authorize Indra to initiate service to the accounts listed in your confirmation letter (or in any addendum), to begin your enrollment, and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility, so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information. Indra will maintain the confidentiality of the customer's personal information including name, address, phone number, usage and payment history as required by applicable Commission regulations and Federal and State laws.

##### **ENERGY INFORMATION AVAILABLE.**

If you are an Indra Energy customer, information on generation energy sources, energy efficiency, environmental impacts, and historical billing data is available from your natural gas and/or electric utility or Indra on request.

##### **RENEWABLE ENERGY INFORMATION.**

If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such. If you select a natural gas carbon offset product, one hundred percent (100%) of your natural gas usage will be matched with carbon offsets.

##### **MOVING.**

You may cancel this Agreement if you move from the Service Address(es) by providing Indra at least 30 days' advance written notice; but the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) that may be listed for you in this Agreement.

##### **INCENTIVES.**

Please refer to your Confirmation Letter, Welcome Packet and or Contract Summary for details on other promotions or incentives you may be eligible for during the Term of your Agreement. You may also visit Indra Energy's website or contact our customer care team at 888-504-6372 or [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com) for more information.

##### **DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.**

If you are receiving natural gas and/or electric supply service from Indra, you should contact Indra if you have any questions or complaints concerning your service. If you have a question or complaint concerning your natural gas and/or electric distribution service, billing, metering, or other services provided by your natural gas and/or electric utility, you should contact your natural



gas and/or electric utility directly. You can call the Public Utility Commission at 800-692-7380 if you are not satisfied after discussing such matters with Indra. Complaints that pertain to Chapter 56 (relating to standards and billing practices for residential utility service) shall be handled and resolved in accordance with the applicable standards in Chapter 56. Indra shall give the Public Utility Commission access to disclosure statements, billing, and other customer information resources for compliance reviews as deemed necessary by the Commission. When complaints arise and are brought before the Public Utility Commission for resolution, the obligation of Indra shall be extended to the provision of pricing information.

ARBITRATION AGREEMENT, WAIVER OF RIGHT TO SUE IN COURT, AND WAIVER OF CLASS ACTION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE PENNSYLVANIA LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MUST BE RESOLVED THROUGH FINAL, BINDING ARBITRATION AND WE MUTUALLY FOREGO THE RIGHT TO RESOLVE IT IN A COURT OF LAW. THIS APPLIES REGARDLESS OF WHETHER THE ISSUE, CLAIM OR DISPUTE INVOLVES A TORT, FRAUD, BREACH OF CONTRACT, MISREPRESENTATION, PRODUCT LIABILITY, NEGLIGENCE, AND VIOLATION OF A STATUTE OR ANY OTHER LEGAL THEORY. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING ANY ASPECT OF YOUR PARTICIPATION IN THIS NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT AND AUTHORIZATION TO SWITCH GAS SUPPLY SERVICE AND/OR ELECTRIC GENERATION SERVICE TO INDRA WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT AND AUTHORIZATION TO SWITCH GAS SUPPLY SERVICE AND/OR ELECTRIC GENERATION SERVICE TO INDRA. ALL ARBITRATIONS SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. YOU ACKNOWLEDGE AND AGREE THAT THIS SPECIFICALLY PROHIBITS YOU FROM COMMENCING ARBITRATION PROCEEDINGS AS A REPRESENTATIVE OF OTHERS OR JOINING IN ANY ARBITRATION PROCEEDINGS BROUGHT BY ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRICITY OR GAS

SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC GENERATION OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC GENERATION OR NATURAL GAS SUPPLIERS.

#### **CONTACT INFORMATION.**

Supplier Name: Indra Energy; Supplier Street Address: 1515 Market Street, Suite 1200, Philadelphia, PA 19102; Supplier Phone Number (888) 504-6372; Supplier Internet Address: <http://www.IndraEnergy.com/>. Information about shopping for a natural gas is available at [www.PaGasSwitch.com](http://www.PaGasSwitch.com), by calling the at 1-800-692-7830 and at [www.oca.state.pa.us](http://www.oca.state.pa.us). Information about shopping for an electric supplier is available at [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com), by calling the PUC at 800-692-7380, and the Office of Consumer Advocate at 800-684-6560 or [www.oca.state.pa.us](http://www.oca.state.pa.us). The PUC's address is: 400 North Street, Harrisburg, PA, 17120.

#### **APPLICABLE LAWS, ETC.**

This Agreement is subject to all applicable local, state, and federal laws, and the orders, rules and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including the PUC. Services provided by your electric and gas utility are subject to all applicable state and federal laws, orders, rules, and regulations.

#### **FORCE MAJEURE.**

Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of God or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, gas or electric utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing pursuant to this Agreement.

#### **REGULATORY CHANGES.**

This Agreement is subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff or regulatory structure ("Regulatory Change") which impacts any term, condition, or provision of this Agreement including, but not limited to price, Indra shall have the right to cancel or modify this Agreement to reflect such Regulatory Change by providing written notice to you.

**NET METERING:**

If you currently own or plan to install during the term of this Agreement eligible renewable electrical generating facilities generating renewable energy to supply all or part of your electricity usage and such generating facility is or will be net metered by your utility, Indra reserves the right to terminate your supply agreement and return you to local utility service or a supplier of your choosing.

**ELECTRONIC COMMUNICATION.**

Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

**LIMITATION OF LIABILITY.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE PENNSYLVANIA LAW, INDRA ENERGY NOR WILL BE LIABLE TO YOU, AND YOU WILL NOT BE LIABLE TO INDRA ENERGY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ABREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.**

**NO WARRANTIES.**

**NEITHER INDRA ENERGY NOR INDRA POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**AGREEMENT DETAILS.**

Our full, legal name is Palmco Power PA, LLC dba Indra Energy for electric supply service and Palmco Energy PA, LLC dba Indra Energy for natural gas supply service, but we have used “we”, “us”, “our” or “Indra Energy” to refer to ourselves for the purposes of this Agreement. We use “you” or “your” to refer to you, the customer.

**MISCELLANEOUS.**

This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants or undertakings other than those

expressly set forth in this Agreement. Except as otherwise provided herein, this Agreement can only be amended by a writing signed by you and Indra.

**THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH PENNSYLVANIA LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.**

**ASSIGNMENT.**

You may not assign this Agreement without the prior written consent of Indra. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the PUC rules and procedures, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties.

**EMERGENCIES.**

**IF YOU ARE RECEIVING GAS SERVICE FROM INDRA UNDER THIS AGREEMENT, IN THE EVENT OF AN EMERGENCY, GAS OUTAGE, OR SERVICE INTERRUPTION, YOU SHOULD IMMEDIATELY CONTACT YOUR GAS UTILITY. IF YOU ARE RECEIVING ELECTRIC SERVICE FROM INDRA UNDER THIS AGREEMENT, IN THE EVENT OF AN EMERGENCY, ELECTRIC OUTAGE, OR SERVICE INTERRUPTION, YOU SHOULD IMMEDIATELY CONTACT YOUR ELECTRIC UTILITY.**